

Prepared by and  
Return to:  
Green Tree Servicing LLC  
7360 S. Kyrene Rd. Mail stop T-317  
Tempe, AZ 85283

1/06/06 10:15:23  
BK 2:388 PG 55  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

## MODIFICATION AGREEMENT

(Reference Number 88248429)

This Modification Agreement is made this 3<sup>rd</sup> day of December, 2005 between Jerald D. Read Jr. and Molly Read (hereinafter the "Mortgagors", whether one or more) and Green Tree Servicing LLC and its affiliates (the "Lender")

The Mortgagors have executed and delivered to the Lender a Deed of Trust dated October 13, 1999 (the "Deed of Trust") covering the following described property: SEE ATTACHED SCHEDULE "A".

The Deed of Trust was recorded on October 20, 1999 at the offices of the County Recorder, County of DeSoto, State of Mississippi in Mortgage Book 1158 Page 494 and assigned to Conesco Finance Servicing Corp. in Book 1187 page 435 and re-recorded to correct assignee's name in Book 1221 page 0191

The Deed of Trust recites that it is the Security Instrument securing the Lender's promissory note dated October 13, 1999 in the original principal amount of \$188,575.00 (the "Note"), and any renewals, extensions and modifications of said Note.

The Note shall be amended as follows:

1. The Unpaid Principal Balance shall be reduced to \$185,000.00. Mortgagors promise to pay the reduced Unpaid Principal Balance of \$ 185,000.00 according to the terms of the Note and Security Instrument as modified herein. Monthly payments hereafter shall be due on the 1st day of each month, the next regular payment shall be due on January 2, 2006. The modified interest rate shall be 8.5%. The payments shall be modified to \$ 1422.49.
2. This loan shall be restored to a current status as of December 2, 2005, with a next payment due date of January 2, 2006. The entire unpaid balance, principal and any accrued interest, is due and payable, upon the sooner of sale or transfer of the property, refinance of this loan, or on December 1, 2035, whichever event or date soonest occurs. All current late charges, accrued interest and deferred interest on account are hereby waived. Green Tree is also waiving all foreclosure related attorney fees.
3. Mortgagors shall comply with all other covenants, agreements and requirements of the Security Instrument, including without limitation, Mortgagors' covenants to make all payments of taxes, insurance, premiums, assessments, and all other payments that Mortgagors are obligated make under the Security Instrument.
4. Except to as otherwise specifically provided herein, nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided for herein, the Note and Security

Wyatt Tarrant  
1715 Aaron Bremer Dr  
Ste 800  
Mphs 38120-4367

Instrument will remain unchanged and in full force and effect, including without limitation, Lender's remedies for default under the Security Agreement. Mortgagors shall comply with all terms and provisions of the Note and Security Agreement as modified herein.

5. Mortgagors further agree that they will promptly cooperate in the execution of any additional documents that may be required by Lender to accomplish and complete this loan modification agreement. Failure to cooperate shall be deemed an event of default under the terms of the Security Agreement.

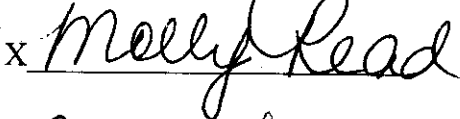
IN WITNESS WHEREOF, the Mortgagors and Lender have executed this Modification Agreement as of the day and year first above written.

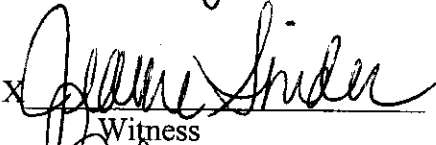
Mortgagors:

Jerald D. Read, Jr.

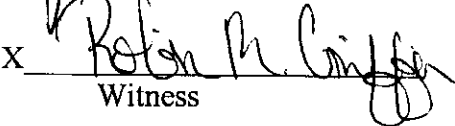
X 

Molly Read

X 

X 

Witness

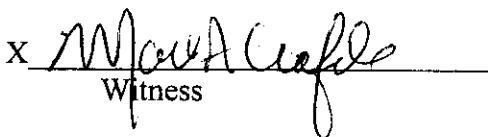
X 

Witness

Lender:

Green Tree Servicing LLC FKA Consec Finance Servicing Corp.

By   
Dominic Baglio  
Divisional Vice President

X   
Witness

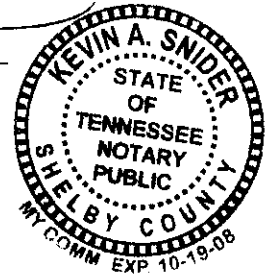
X

Patrick D. Read  
Witness

TN  
STATE OF ~~Mississippi~~ )  
COUNTY OF Shelby ) ss.

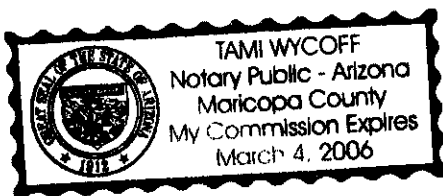
Before me personally appeared Jerald D. Read, Jr. and Molly Read who (a) are personally known to me or (b) produced Drivers Licenses as identification and who signed and acknowledged the foregoing Modification Agreement before me this 30th day of December, 2005.

Kevin A. Snider  
Notary Public



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF Maricopa )

Before me personally appeared Dominic Baglio who (a) is personally known to me or (b) produced \_\_\_\_\_ as identification and who signed and acknowledged the foregoing Modification Agreement before me this 21<sup>st</sup> day of December, 2005, by Dominic Baglio, its Divisional Vice President and authorized official of Green Tree Servicing LLC fka Conseco Finance Servicing Corp.



Tami Wycoff  
Notary Public

**EXHIBIT A**

**Legal Description:**

[ Lot 56, CEDAR CREST ESTATES SUBDIVISION, SECOND ADDITION, IN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEROP RECORDED IN PLAT BOOK 50, PAGE 7, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

BRING THE SAME PROPERTY CONVEYED TO J. DOUGLAS READ AND WIFE, MOLLY READ BY DEED FROM DESOTO LAND CORPORATION, DATED 10-03-95, RECORDED 10-04-95, IN BOOK 291, PAGE 347, IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

PROPERTY KNOWN AS 9401 AUSTIN DRIVE, OLIVE BRANCH, MISSISSIPPI

Parcel ID: 2062-1007.0-0005600